



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

December 14, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SALE OF SURPLUS CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY REAL PROPERTY FOR THE DEVELOPMENT OF THE  
MARTIN LUTHER KING, JR./CHARLES DREW MEDICAL CENTER OUTPATIENT  
ALTERNATIVE SERVICES INTERVENTION SYSTEMS (OASIS) CLINIC  
UNINCORPORATED LOS ANGELES COUNTY – WILLOWBROOK AREA  
(SECOND DISTRICT) (4-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY:**

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to execute the enclosed Sale and Purchase Agreement and Quitclaim Deed.
3. Authorize the Auditor-Controller to transfer the purchase price amount of \$85,000 to the Consolidated Fire Protection District of Los Angeles County (District) Account No. ACO 50099 Sub-Account 70971 from C.P. No. 69211.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The OASIS Clinic is operated by the Los Angeles County Department of Health Services (DHS), and is the primary provider of HIV/AIDS care in the geographic region of South Central Los Angeles County. The current clinic's space is inadequate to meet the existing client enrollment nor the anticipated increase of patients caused by the spread of the AIDS epidemic. The relocation of the OASIS Clinic to a larger facility will enable DHS to meet its patient care needs.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendation is consistent with the County's Strategic Plan Goal of Fiscal Responsibility (Goal 4), which directs that we invest in public infrastructure in order to strengthen the County's fiscal capacity. The acquisition, planning and development of a health care facility to serve a County/public need, supports this strategy.

### **FISCAL IMPACT/FINANCING**

Funding for the acquisition cost of \$85,000 is available in C.P. No. 69211, Fiscal Year 2004-05.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Six legal parcels owned by the District and the Community Development Commission of the County of Los Angeles (CDC) have been identified for acquisition purposes to satisfy the relocation site requirements for the OASIS Clinic, which is currently located at 12021 South Wilmington Avenue. CDC under a separate Board action will recommend the conveyance of its four lots to the County.

The OASIS Clinic currently is housed in a 3,580 square foot facility, containing nine examination rooms and other ancillary space. It serves approximately 1,700 patients each month. The proposed expansion will provide for the installation of a 6,000 square foot modular building, consisting of 12 exam rooms and other operational service space, which will accommodate the delivery of this program to a growing patient base.

The District's surplus unimproved property (Assessor's parcels 6149-017-913 and 6149-028-909) was originally acquired several years ago, along with other adjacent District ownership, to accommodate the construction of Fire Station No. 41.

The Chief Administrative Office (CAO), pursuant to Government Code Section 65402, has provided notification to the Regional Planning Department of the County's intent to purchase the real property. The Department of Public Works has prepared and approved a title report, and it has reviewed a Phase I environmental site assessment of the property and concurs with the consultant's conclusions that no further investigation of the subsurface is warranted. A CAO staff appraiser completed a report to determine the fair market value of the land and established an opinion of value of \$85,000, the proposed purchase price of the subject property.

This conveyance between the District and the County is authorized by the Health and Safety Code, Section 13861.

The recommended actions have been reviewed and approved by the County Counsel, and the Fire Chief is in concurrence.

#### **ENVIRONMENTAL DOCUMENTATION**

The conveyance of the property between the District and the County is categorically exempt under Class 12 of the State CEQA Guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. The proposed use of the property for a health care facility was the subject of a Mitigated Negative Declaration approved by your Board.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will have no negative impact on current services or planned projects. The expansion of the OASIS Clinic will enhance the County's ability to provide quality service and meet an increase in patient enrollment.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return an original copy of the adopted, stamped Board letter to each of the following: the Consolidated Fire Protection District at 1320 North Eastern Avenue, Los Angeles, CA 90063, the Chief Administrative Office - Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012, and the Chief Administrative Office - Capital Projects/Debt Management, 754 Hall of Administration, for further processing. Additionally, please include the executed Quitclaim Deed and Sale and Purchase Agreement with the documents sent to the Chief Administrative Office - Real Estate Division.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:CWW  
CB:CM:cc

Attachments (2)

c: Executive Officer  
County Counsel  
Auditor-Controller  
Fire Department

OasisFire.b

## **SALE AND PURCHASE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of, \_\_\_\_\_, 2004, by and between the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, a political subdivision of the State of California ("CFPD"), and the **COUNTY OF LOS ANGELES**, a body corporate and politic ("County").

### **RECITALS**

This Agreement is made with respect to the following facts which each party agrees are true and correct:

- A. CFPD is the owner of certain parcels of real property, legally described as Lots 187 and 188 of the South Gate Tract, recorded in Book 13, Pages 14 and 15 of Maps, in the office of the Los Angeles County Recorder, and further depicted as County Assessor's Parcel Numbers: 6149-017-913 and 6149-028-909, in the unincorporated portion of the County of Los Angeles, State of California, consisting of that property described on Exhibit "A" and shown on Exhibit "B", attached hereto and incorporated into this Agreement as if set forth in full (hereinafter referred to as the "Property").
- B. CFPD desires to sell the Property to the County, and the County desires to purchase the Property and accept it from CFPD, for the consideration and on the terms and conditions hereinafter set forth.
- C. County is in the process of expanding and relocating an existing health care program located at 12021 South Wilmington Avenue, Los Angeles, within the Martin Luther King/Charles Drew Medical Center campus, which is operated by the Department of Health Services ("DHS") and hereinafter referred to as the Martin Luther King/Charles Drew Medical Center Outpatient Alternative Services Intervention System ("OASIS") Clinic, which will provide patient access to HIV/AIDS services in South Central Los Angeles County.
- D. The purchase price ("Purchase Price") for the Property is Eighty-Five Thousand Dollars and 00/100 (\$85,000), payable by the County to CFPD.

### **AGREEMENT**

Based upon the mutual consideration provided for herein, CFPD and County agree as follows:

- 1. The purchase price ("Purchase Price") for the Property is Eighty-Five Thousand Dollars and 00/100 (\$85,000), payable by the County to CFPD.

2. Conveyance. CFPD shall convey the Property to County by Quitclaim Deed upon approval by the County Board of Supervisors, subject to: (a) all taxes, interest, penalties and assessments of record, if any; and (b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any. County agrees that prior to the recordation of the Quitclaim Deed it shall execute a "Certificate of Acceptance" for attachment to the deed and have it recorded by the County Recorder. County will forward the payment of the Purchase Price to CFPD within forty-five (45) days of approval by the County Board of Supervisors of this Agreement.
3. Condition of the Property. County acknowledges that County is purchasing the Property in an "as is" condition, solely in reliance on County's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by CFPD, or CFPD's agents. County and its delegated agents, experts or contractors, shall have the right to enter upon the Property to inspect its condition. Such inspections may include, but not be limited to, inspections for the presence of contaminated materials, toxic or hazardous substances, and asbestos. CFPD agrees to cooperate in good faith with County's efforts to conduct its investigation of the Property. Furthermore, County, in its sole discretion, may unilaterally terminate this Agreement during this 30-day inspection period, without incurring any liability to CFPD, if County's inspection of the Property reveals conditions which may make its acquisition undesirable or economically infeasible to County. County shall otherwise assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos on the Property, if any.

County also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and County agrees to acquire the Property in that condition.

County may unilaterally terminate this Agreement, without incurring any liability to CFPD, if there is any cloud on title to the Property which prevents CFPD from conveying to County marketable title to the Property, free and clear of any encumbrances.
4. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.
5. Assignment. County shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

6. Notices. All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

County of Los Angeles  
Chief Administrative Office  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012  
ATTENTION: Carlos Brea, Manager  
Property Management

CFPD: County of Los Angeles Fire Department  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
ATTENTION: Thomas Brown  
Construction and Maintenance Division

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

7. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
8. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
9. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
10. Required Actions of County and CFPD. County and CFPD agree to execute all instruments and documents and to take all action as may be required in order to consummate the conveyance and acquisition herein contemplated.
11. Entire Agreement. This Agreement contains the entire Agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both CFPD and County.

**IN WITNESS WHEREOF**, the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof on the day, month, and year first written above. The County Board of Supervisors, acting as the Board of Directors of the Consolidated Fire Protection District, has caused this Agreement to be executed on its behalf by the Fire Chief on the day, month, and year first written above.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Chair, Board of Supervisors

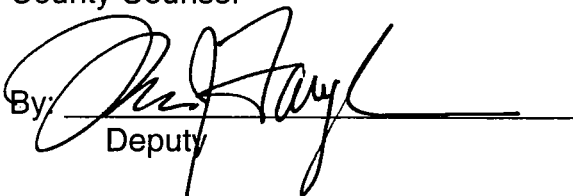
**ATTEST:**

Violet Varona-Lukens  
Executive Officer, Clerk of  
The Board of Supervisors

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

RAYMOND G. FORTNER, JR.  
County Counsel

By:  \_\_\_\_\_  
Deputy

**CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_  
P. Michael Freeman, Fire Chief



M03D177710

File with: **MARTIN LUTHER KING, JR  
HOSPITAL (1)**

Affects: Fire Station 41 (2)

Also affects: 120<sup>th</sup> Street (23)

A.P.N. 6149-17-913 and

6149-28-909

T.G. 704-G7

I.M. 084-197

Second District

**LEGAL DESCRIPTION**

**PARCEL NO. 1-70PP:**


Lot 188 of the South Gate Tract, as shown on map recorded in Book 13, pages 14 and 15, of Maps, in the office of the Recorder of the County of Los Angeles.

Containing: 4000± square feet.

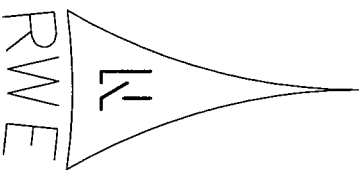
**PARCEL NO. 1-100PP:**

Lot 187 of the above-mentioned South Gate Tract.

Containing: 4000± square feet.

APPROVED AS TO DESCRIPTION
<u>October 20, 2002</u>
COUNTY OF LOS ANGELES
By <u></u>
SUPERVISING CADASTRAL ENGINEER II
Mapping and Property Management Division

**EXHIBIT "A"**



PCL NO	GRANTOR			GRANTEE			REVISED
	NAME	RECORDING DATA	VESTING AREA	NAME	RECORDING DATA	AREA	
1-70PP	CONSOLIDATED FIRE PROTECTION DISTRICT	*	OR 77-19814	4000 SQ FT	COUNTY OF LOS ANGELES		10/20/03
1-100PP	CONSOLIDATED FIRE PROTECTION DISTRICT	*	OR D6496-290	4000 SQ FT	COUNTY OF LOS ANGELES		

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles  
Chief Administrative Office  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 6149-017-913 & 6149-028-909

# QUITCLAIM DEED

The **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY** (hereinafter called the "**District**"), a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

## **COUNTY OF LOS ANGELES, a body corporate and politic**

all of the District's right, title and interest in and to the real property located in the unincorporated portion of County of Los Angeles, State of California, as further described in Exhibit "A", and shown on Exhibit "B" incorporated by reference herein as set forth in full.

### SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated \_\_\_\_\_

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_  
Gloria Molina  
Chair, Board of Supervisors

STATE OF CALIFORNIA) )  
COUNTY OF LOS ANGELES) ) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, the facsimile signature of \_\_\_\_\_, Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

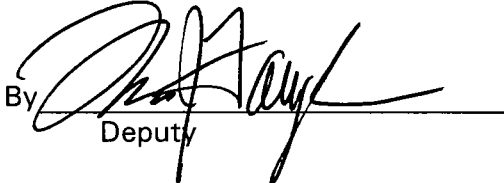
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  Deputy

(deed).1

M03D177710

File with: **MARTIN LUTHER KING, JR  
HOSPITAL (1)**

Affects: Fire Station 41 (2)

Also affects: 120<sup>th</sup> Street (23)

A.P.N. 6149-17-913 and

6149-28-909

T.G. 704-G7

I.M. 084-197

Second District

**LEGAL DESCRIPTION**

**PARCEL NO. 1-70PP:**

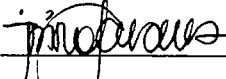
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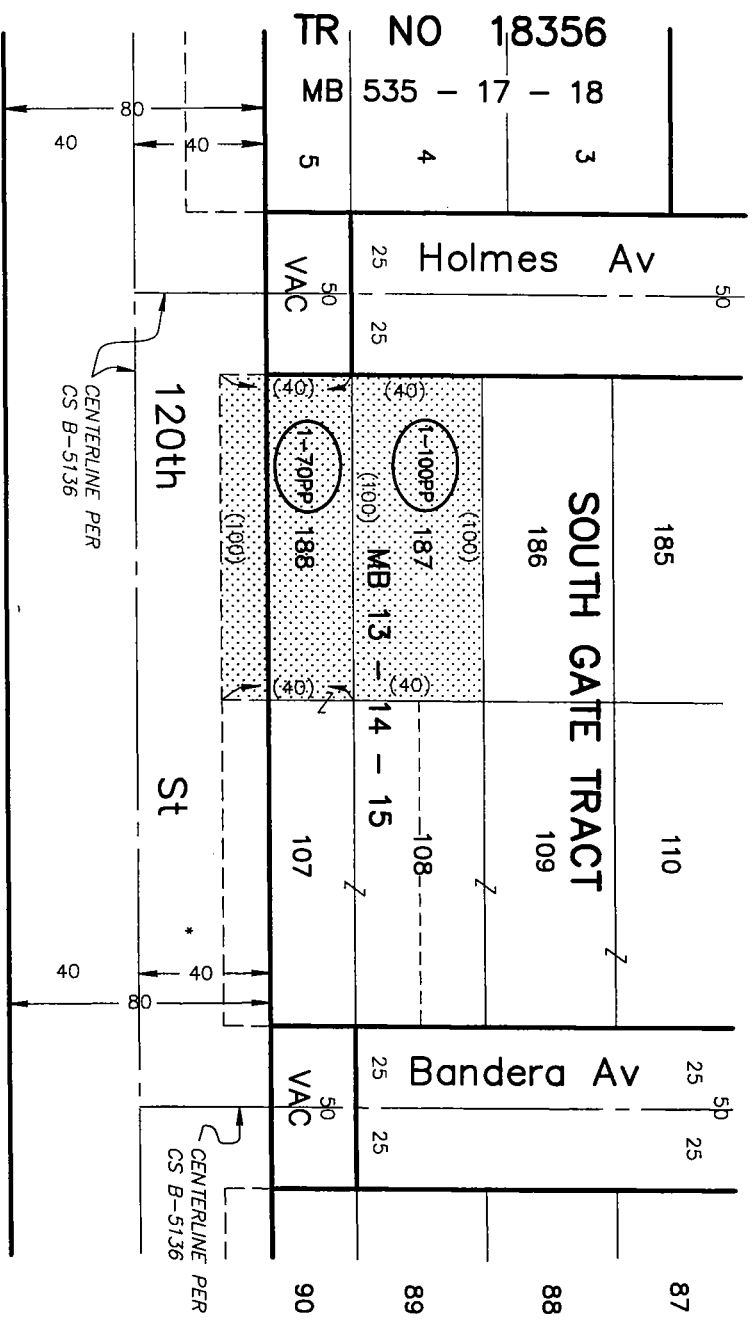
**PARCEL NO. 1-100PP:**

Lot 187 of the above-mentioned South Gate Tract.

Containing: 4000± square feet.

APPROVED AS TO DESCRIPTION
<u>October 20, 2002</u>
COUNTY OF LOS ANGELES
By <u></u>
SUPERVISING CADASTRAL ENGINEER II
Mapping and Property Management Division

**EXHIBIT "A"**



**NOTE:**

1. DIMENSIONS ARE IN FEET.
2. ( ) DENOTES RECORD DIMENSIONS.
3. VAC DENOTES STREET VACATION
- PER OR D6601-773, REC 3-28-75
- \* 4. FOR MORE INFORMATION, SEE TITLE REPORT.

**EXHIBIT "B"**

Los Angeles County Department of Public Works Plat of Proposed Acquisition			
<b>MARTIN LUTHER</b>			
<b>KING, JR HOSPITAL (1)</b>			
DRAWN BY: S GILLON CHECKED BY: H CHENG			
DATE: 11-19-02 PCA NO: M030177710			
GRANTOR		GRANTEE	
PCL NO	NAME	RECORDING DATA	AREA
1-70PP	CONSOLIDATED FIRE PROTECTION DISTRICT *	OR 77-19814	4000 SQ FT
1-100PP	CONSOLIDATED FIRE PROTECTION DISTRICT *	OR D6496-290	4000 SQ FT
		COUNTY OF LOS ANGELES	
		COUNTY OF LOS ANGELES	
			10/20/03